



Commercial Car Insurance Contract Third Party, Fire & Theft

This Commercial Car Insurance Contract is issued by
FWD Singapore Pte. Ltd.
who will pay the benefits of this Policy, subject to the
terms and conditions set out in this Policy.

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Table of Benefits

Benefits	Maximum limits per accident as defined in the contract
Fire and Theft	Market Value
Third party liability:	
Death or injury to a third party	No Limit
Damage to a third party's property	S\$5,000,000
Legal defence	S\$3,000
Towing	S\$300
Emergency assistance	Yes
Extended workmanship guarantee (for repairs done by FWD premium workshops)	Yes
New car replacement (if your car is written off while less than one year old)	Yes
Car repairs at FWD premium workshops	Yes
Excess	
Third party liability excess	S\$1,500

Definitions

Any word or phrase appearing in **Capitalised Bold** within this Contract will have the meanings as stated below:

"You", "Your" or "Policyholder" refers to the owner of this Policy as shown on the Certificate of Insurance.

"FWD", "We", "Our" or "Us" refers to **"FWD Singapore Pte. Ltd."**, the issuer of this insurance Policy.

"Accident", "Accidental" or "Accidentally" refers to a sudden, unexpected and unintentional event that is the only cause of damage or injury and has a visible impact on a person's external appearance, or his or her property's external appearance. This is an event that occurs during the **Period of Insurance**.

"Authorised Driver" refers to any of **Your Family Member** holding a valid driving licence class, and **You** have given this person permission to drive **Your Car**.

"Family Member" means **Your** husband or wife or legally recognised partner, children and parents only.

"Market Value" refers to the cost of replacing **Your Car** with one of the same make, model, specification and age and of similar condition at the time of loss or damage. The **Market Value** of **Your Car** is inclusive of residual Certificate of Entitlement (COE) and Preferential Additional Registration Fee (PARF).

"Period of Insurance" refers to the period of time between the Coverage Start Date and Coverage End Date (both inclusive) as shown on the Certificate of Insurance.

"Your Car" refers to the vehicle registered with the Land Transport Authority under the Car Plate Number listed in the Certificate of Insurance.

General Provisions

1. THIS POLICY

This Contract, the Certificate of Insurance and any Endorsements attached by **Us** collectively form this Policy. It is proof of an insurance contract between the **Policyholder** and **Us**. An “Endorsement” is any additional document attached to this Policy outlining adjustments to the standard terms and conditions that **We** have made as a condition to providing this Policy.

This Policy is offered on the basis that **You** and anyone insured by this Policy comply with all of the terms and conditions set out in this Policy. If not, **We** have the right to either decline **Your** claims or cancel this Policy and treat it as never having existed.

Any person who is not a party to this Policy has no rights under the Contracts (Rights of Third Parties) Act, Cap. 53B to enforce any of its terms.

You are advised to keep the Certificate of Insurance in **Your Car** at all times as required under Singapore law. It provides **You** the contact number of **Our** 24-hour Emergency Assistance where **You** should call for advice if an **Accident** happens.

Please read this Policy carefully, including the attached Certificate of Insurance and visit **Us** at www.fwd.com.sg or contact **Us** on +65-6820-8888 or contact.sg@fwd.com if **You** have any questions.

2. IMPORTANT THINGS TO KNOW

Please take time to read the ‘General Exclusions’ section that outlines scenarios where **We** will not be legally responsible for paying a claim.

If **You** are entitled to a refund, reimbursement or compensation from any other person or source (including other insurance policies, transport providers or employment benefits), the amount that **We** are legally responsible to pay for any given benefit is limited to the portion that those third-parties are not required to pay, up to the limit for that benefit stated in the contract.

Please inform **Us** immediately if any details in **Your** Certificate of Insurance are not accurate or become inaccurate. The Law as per Section 25(5) of the Insurance Act requires that **We** inform **You** of **Your** duty to fully and faithfully tell **Us** everything **You** know or could reasonably be expected to know that is relevant to **Our** decision to insure **You**. Otherwise, **We** have the right to either decline **Your** claims or cancel this Policy and treat it as never having existed. In the event that **We** decide to maintain **Your** cover, **We** may charge an additional premium. **We** may also cancel or rescind this Policy if any submitted claim is fraudulent, or if **We** are required to do so under any directives, laws, regulations or sanctions administered by any regulatory authorities in any country.

3. COVERED GEOGRAPHICAL AREA

This Policy is only valid when **Your Car** is being driven within the Covered Geographical Area, defined as the Republic of Singapore, West Malaysia (including Penang and other Malaysian islands offshore of West Malaysia) and Southern Thailand (within 80 kilometres of its border with West Malaysia) and when in transit by seas between any of these areas.

4. GOVERNING LAW AND CURRENCY

This Policy is governed by the Republic of Singapore’s laws and the Singapore time zone.

We are not legally obliged to make any payment based on judgments not made by or obtained from a competent jurisdiction within Singapore or West Malaysia.

You must repay **Us**, if **We** are not legally responsible under this Policy but are obliged to make a payment under the following:

- The Motor Vehicles (Third Party Risks and Compensation) Act (Chapter 189) of the Republic of Singapore;
- Agreement between the Minister of Finance of the Republic of Singapore and the Motor Insurers' Bureau of Singapore on February 1975;
- Agreement between the Minister of Transport of the Government of Malaysia and the Motor Insurers' Bureau of West Malaysia on 30 March 1992;
- The Road Transport Act 1987 of Malaysia; and
- Any later changes to any of these laws or agreements.

All amounts that **We**, **You** or any **Authorised Driver** are required to pay in relation to this Policy will be in Singapore dollars. **We** will convert any expenses **You** incur overseas (that **You** can claim from **Us**) into Singapore dollars at a reasonable foreign currency exchange rate **We** choose. **We** are not legally responsible for any exchange rate-related losses **You** may have.

We will not provide any benefit under this Policy if paying or providing that benefit is prohibited under any directives, laws, regulations, or sanctions administered by regulatory authorities in any country.

5. WHEN THIS POLICY IS EFFECTIVE

This Policy will start on the Coverage Start Date and end on the Coverage End Date (both inclusive).

6. BASIS FOR OFFERING THIS POLICY

This Policy is offered on the basis that **You** agree to:

- Keep **Your Car** in a roadworthy condition and take reasonable care to safeguard them from loss or damage;
- Comply with the relevant laws and the requirements of public authorities when driving in the Covered Geographical Area;
- Immediately inform **Us** if **You** no longer own or have a financial interest in **Your Car**; and
- Immediately inform **Us** if there is any change in **Your Car** that materially impairs **Your** ability to drive safely and legally.

We may change the terms and conditions of this Policy or adjust the premium payable.

7. FINANCING AGREEMENTS

If **We** are informed that **Your Car** is under a financing agreement (such as hire-purchase, leasing or loan) and **We** decide to settle a claim under the "Fire and Theft" benefit by paying in cash, **We** will make the payment to the owner as named in that financing agreement. If any terms in this financing agreement do not match **Our** terms and conditions as written in this Policy, **We** will follow **Our** Policy terms.

8. ASSIGNMENT

You may assign **Your** rights, benefits and claims under this Policy to another person. However, any assignment is only effective after **We** agree to it in writing.

Policy Benefits

The below outlines the benefits provided by this Policy if **Your Car** breaks down, is involved in an **Accident**, is lost, is stolen during the **Period of Insurance**.

9. FIRE AND THEFT

If **Your Car** is **Accidentally** damaged by fire or whilst being stolen during the **Period of Insurance**, **We** will, at **Our** discretion:

- Pay for damage repairs at an **FWD Premium Workshop**;
- Replace **Your Car**; or
- Pay in cash the **Market Value of Your Car**, the part of **Your Car** that was damaged or lost, plus the standard market costs of fitting those parts and, where appropriate, the reasonable cost of sea-freighting those parts to Singapore (including any import duties).

You should note that:

We may decide to use parts not from the original car manufacturer, but considered safe for replacement.

In the event that **Your Car** is damaged beyond repair or the cost to repair **Your Car** exceeds its **Market Value**, **We** will pay **You** the current **Market Value** of **Your Car**. **We** will be entitled to the scrap value of **Your Car** (including the residual Certificate of Entitlement (COE) and Preferential Additional Registration Fee (PARF)). In this event, **You** will need to sign all necessary documents and forms to transfer **Your Car** ownership to **Us** or as **We** direct. This Policy will then automatically terminate.

10. THIRD PARTY LIABILITY

We will insure **You**, any **Authorised Driver** and any passengers in **Your Car** against legal responsibilities arising from **You** or their actions while driving, occupying, getting in or out of **Your Car** that results in:

- The death of or bodily injury to a third party; and/or
- Loss of or damage to a third party's property, up to the limit stated in the Table of Benefits regardless of whether there is one or several claims resulting from the same action.

Under this benefit,

- **We** will pay the amount including all costs and expenses which **You**, any **Authorised Driver** or any passengers in **Your Car** are legally responsible to compensate a third party.
- **We** will pay for any reasonable costs and expenses in connection with an event that is covered under this section of the Policy, provided that **We** agree to all costs and expenses beforehand.
- **We** may at **Our** sole discretion:
 - Arrange for representation at any judicial or official enquiry;
 - Take on the defence in any proceedings against **You**, any **Authorised Driver** or any passengers in **Your Car** for an act or alleged offence relating to an event which is covered under this section of the Policy;
 - Arrange at the request of **You** or the **Authorised Driver** and pay for **You** or the **Authorised Driver's** legal defence against a charge of causing death by driving (but not against a charge of murder), up to the limit stated in the Table of Benefits.

You should note that:

- The Third Party Liability Excess applies for all claims made under this benefit.
- In the event of **Your** death, this "Third Party Liability" benefit continues to apply when **Your Car** is driven by any **Authorised Driver** until the Coverage End Date.

What is not covered:

Under this benefit, **We** do not cover any claims for death of or injury sustained by **You**, any **Authorised Driver** while driving **Your Car**, damages to **Your Car** and damages to property or belongings owned by **You** or **Your Family Members**.

11. TOWING

If **Your Car** cannot be safely driven because of damage or loss and this damage or loss is covered by this Policy, **We** will reimburse the reasonable cost of towing **Your Car** to an **FWD Premium Workshop** or a workshop of **Your** choice, up to the limit stated in the Table of Benefits.

Claiming under this benefit will not affect **Your** No Claims Discount and no Excess is payable (in relation to this benefit only).

12. EMERGENCY ASSISTANCE

If **Your Car** breaks down or becomes unsafe to drive within the Covered Geographical Area, **You** or the **Authorised Driver** can call **Our** Emergency Assistance hotline at **+65-6322-2072** at any time, day or night. **Our** Emergency Assistance will help understand the situation and guide **You** on what to do next.

If, after **Your** first conversation with **Our** Emergency Assistance, **We** decide it is best to send physical help, **We** will send one of **Our** breakdown specialists to help **You**.

If **Your Car** cannot be repaired or restarted at the roadside, **Our** breakdown specialist will arrange for it to be towed to an **FWD** Premium Workshop or a workshop of **Your** choice.

You should note that:

- Services provided under this benefit are at **Your** own cost and all payments must be made by **You** to the service provider directly.
- The services provided under this benefit will not affect **Your** No Claims Discount and no Excess is payable.

13. EXTENDED WORKMANSHIP GUARANTEE

We will guarantee all repairs against defective workmanship when the repairs are completed by an **FWD** Premium Workshop under one of the benefits payable by this Policy, until **Your Car** reaches 10 years of age from original registration date. This guarantee does not apply if supplementary repairs are made as a result of the following:

- Deterioration and/or damage arising from another accident;
- Deterioration and/or damage when **You** send **Your Car** to another workshop to attempt to correct any part of the repairs made at **Our** FWD Premium Workshop; and
- Manufacturing defects of the repair parts used.

14. NEW CAR REPLACEMENT

If **Your Car** is Accidentally damaged by fire or whilst being stolen during the **Period of Insurance**, **We** will replace **Your Car** with a new car of the same make, model and specification (if one is available in Singapore), within 12 months of **You** purchasing **Your Car** if:

- **Your Car** is permanently lost, damaged beyond repair, or **We** decide the cost of repairing **Your Car** exceeds its **Market Value** at the time **You** bought it;
- **You** are the **Car's** first registered owner;
- **You** own the **Car** or are buying it via a hire purchase or leasing arrangement and the financing company agrees to the replacement; and
- **Your Car** was not used as a demonstration model by the seller.

Excess

GENERAL DESCRIPTION OF AN EXCESS

If **We** have made any payment under this Policy that includes an **Excess** **You** need to pay, **You** will have to refund **Us** this amount upon **Our** request. **You** are legally responsible for any goods and services tax charged on any **Excess** payable.

Scenarios where an **Excess** is or is not payable are clearly highlighted in this Policy. The types of **Excess** that might apply are

described in the sections below. Please note: If **You** or the **Authorised Driver** submit multiple claims for more than one **Accident** or loss at one time, the appropriate **Excess** will apply to each separate **Accident** or loss.

THIRD PARTY LIABILITY EXCESS

This applies for all claims payable under the “Third Party Liability” benefit per any one **Accident**. The Third Party Liability Excess amount can be found in the Table of Benefits.

No Claims Discount

NO CLAIMS DISCOUNT

The premium **We** charge for this Policy is based on **Your** No Claims Discount. Your No Claims Discount is determined by the number of car insurance claims made for **Your Car** (under this and previous car insurance policies) where, in the insurer’s assessment, the driver of **Your Car** was wholly or partially at fault for the **Accident**, as per the below:

No claims for “at fault” Accidents for:	No Claims Discount
One year	10%
Two consecutive years	20%
Three consecutive years	30%
Four consecutive years	40%
Five or more consecutive years	50%

If one or more “at fault” claims are made under this Policy within this **Period of Insurance**, **We** will reduce **Your** No Claims Discount, and therefore increase **Your** premium, when it is time for renewal as per the below:

Current No Claims Discount	Your No Claims Discount at renewal	
	One “at fault” claim:	Two or more “at fault” claims:
10%	0%	0%
20%	0%	0%
30%	0%	0%
40%	10%	0%

If, at renewal, no claim has been made under this Policy, **We** will increase **Your** No Claims Discount in line with the No Claims Discount scale that **We** apply at that time.

However if, at renewal, **You** have made a claim under this Policy that has not been assessed yet, **We** reserve the right to calculate **Your** renewal premium, taking this claim into consideration. Afterward, if **Our** assessment is that the driver of **Your Car** was neither wholly nor partially at fault for the **Accident**, **We** will restore **Your** No Claims Discount and refund any extra premium **You** have paid.

If **You** or the **Authorised Driver** fail to report an **Accident** to **Us** within 24 hours, **We** reserve the right to reduce **Your** No Claims Discount by an additional 10%.

Your No Claims Discount cannot be transferred to another person and applies to one car at any one time.

When Benefits Are Not Payable (“General Exclusions”)

This section outlines scenarios this Policy does not insure against. If **We** refuse a claim because of one or more of the below scenarios or as a result of any breach of this Policy, and **You** disagree with **Our** decision, **You** are responsible for proving that **We** are legally responsible for that claim. **Our** subsequent payment of the claim will not affect **Our** ability to refuse a claim under any of the other scenarios.

GENERAL EXCLUSIONS

We are not legally responsible for claims that are directly or indirectly caused by, or result from the following:

- Depreciation (including as a result of an **Accident**), wear, tear and mechanical, electrical and/or structural breakdowns;
- Damage to tyres or rims, unless other parts of the **Car** were also damaged by an **Accident** covered in this Policy;
- Loss, damage or any consequential loss caused by factors beyond **Our** control, such as unavailability of car parts;
- Losses because of damage to or loss of **Your Car**’s software or software data;
- Any loss or damage due to the failure or negligence to take reasonable and necessary precautions to protect property and minimise claims under this Policy such as failing to follow any manufacturer’s recall;
- Loss or damage caused by the lawful repossession or seizure of **Your Car**;
- Loss or damage caused by war or other acts of foreign enemy (whether war is declared or not) or revolution, strike, riot or civil commotion;
- **Your Car** is not in a roadworthy condition, or is modified without approval from the Land Transport Authority and **Us**;
- **You** or **Your Authorised Driver** driving without a valid license;
- **You** or **Your Authorised Driver** driving whilst under suspension from driving;
- **You** or **Your Authorised Driver** driving whilst under the influence of drugs and/or alcohol;
- **Your Car** is being used in preparation or participation for any motor competition, track day, any form of race and speed testing;
- Driving with more passengers or load than **Your Car** is licensed for; and
- Intentional self-injury, attempted suicide or suicide.

Claiming For Your Benefits

The below summarises what **You** should or should not do after an **Accident**, injury, loss or damage – regardless of whether it will lead to a claim being made against **Us** and the course of action **We** may take. More information concerning what to do in the event of a claim can be found on www.fwd.com.sg.

WHAT YOU OR YOUR LEGAL PERSONAL REPRESENTATIVES MUST DO

You or **Your** legal personal representatives must:

- Report the incidence to **Us** by calling Our Emergency Assistance at **+65-6322-2072** and the police within 24 hours or by next working day. The person taking **Your** call will record all the details relating to the incident and begin the claims process. If **You** do not report the **Accident** to **Us** within this timeframe, **We** may not pay any claims related to the **Accident** and **You** may lose all or part of **Your** No Claims Discount;
- Lodge a claim with **Us** within 14 days after the damage and/or loss occurs;
- Give **Us** any information and assistance that **We** need to process the claim including attending court to give evidence;
- Immediately inform **Us** before responding to any communication from any third party (including the police); and
- Allow **Us** to examine **Your Car** and/or interview **You** and/or the **Authorised Driver**.

You should note that:

If **You** do not challenge a rejected claim within 12 months of **Our** rejection date, then **We** will consider **You** to have given up the claim and **You** cannot take any further action in relation to that claim.

WHAT YOU OR YOUR LEGAL PERSONAL REPRESENTATIVES MUST NOT DO

You or **Your** legal personal representatives must not do any of the following without **Our** prior consent:

- Admit legal responsibility to anyone, negotiate any payment or refuse any claim;
- Leave **Your Car** unattended without taking precautions to prevent further loss or damage in the event of an **Accident**;
- Drive **Your Car** after it is damaged before necessary repairs have been carried out (**We** may not be liable for any further damage if **You** or the **Authorised Driver** do this);
- Repair **Your Car** beyond the authorised limit or dispose of any damaged property before **We** have had the opportunity to inspect it;
- Negotiate, pay or settle a claim with anyone; and
- Anything that limits **Our** ability to take legal action in **Your** or the **Authorised Driver**'s name against any person responsible for the incident.

WHAT WE WILL DO

We will do any of the following:

- Examine the nature and extent of the loss or damage to **Your Car** before being repaired;
- If **We** pay **Your** claim, **We** may take legal action in **Your** or the **Authorised Driver**'s name against any person responsible for the loss, damage or injury at **Our** expense;
- Represent **You** or the **Authorised Driver** in any settlement of any claim, or an inquest or official inquiry. **We** have the full right to decide how to represent and/or defend **You** or the **Authorised Driver** in such proceedings;
- Once **We** have paid up to the limit of liability for **Your** Policy, **We** may not continue to defend **You** or the **Authorised Driver**, or settle any claim for damage to property a third party files against **You** or the **Authorised Driver**;
- If any other insurance policies cover the same damage, loss or liability, **We** will only be legally responsible for paying for **Our** share of any claim; and/or
- If **You**, the **Authorised Driver** and/or **Your** passengers in **Your Car** experience an event that triggers multiple benefits under this Policy, **We** will pay only under one of these benefits in relation to that event – the one that gives the highest payout.

Customer Care Process

IF YOU HAVE A CONCERN

Please contact the Customer Care Team at **+65-6820-8888** or **www.fwd.com.sg** if **You** have any concern over any matter relating to this Policy, or are not pleased with how **Your** claim was handled. Here are **Your** options and how **We** will respond to **Your** concerns:

We will acknowledge receipt of **Your** feedback within three working days while **We** look into the matter. **We** may contact **You** for further information if required within seven working days. **We** will provide **You** with a full reply within 14 working days. If **You** are not satisfied with how **Your** feedback has been handled, **You** can write to:

The Chief Executive Officer
FWD Singapore Pte. Ltd.
6 Temasek Boulevard,
#18-01 Suntec Tower Four,
Singapore 038986

We will respond to **Your** letter within three working days of receipt. If **We** cannot reach a mutually acceptable agreement, **We** will refer **You** to the Financial Industry Disputes Resolution Centre (FIDReC), an independent dispute resolution centre involving financial industry.

FIDReC's address is:

Financial Industry Disputes Resolution Centre Ltd
36 Robinson Road,
#15-01 City House,
Singapore 068877
Tel: +65-6327-8878
Fax: +65-6327-8488, +65-6327-1089
Email: info@fidrec.com.sg
Web: www.fidrec.com.sg

Please remember to quote **Your** Policy number in any communication with **Us** or FIDReC.

MEDIATION AND ARBITRATION

If necessary, **We** will offer to settle the dispute through mediation via the Singapore Mediation Centre in accordance with their mediation rules. Any dispute must have been referred to Financial Industry Disputes Resolution Centre Ltd (FIDReC) as above. If

You

agree to take part in the mediation, both **You** and **We** will participate in good faith and agree to keep the terms of any settlement reached.

If **You** choose to not participate in mediation or if mediation fails, the dispute will be referred to and finally resolved by arbitration in Singapore in line with the Arbitration Rules of the Singapore International Arbitration Centre that apply at the point in time.

Cancelling This Policy

CANCELLING THIS POLICY

Both **You** and **We** have the right to cancel this Policy at any time by giving the other seven days' written notice. If **We** cancel this Policy, **We** will send that notice to **Your** last-known postal address. Upon cancellation and provided that no claim has arisen during the **Period of Insurance**, **We** will refund 95% of the pro-rated premium (excluding any GST) for the unexpired period. However, **We** will not give a refund if the amount is less than S\$25.

You must pay any outstanding amounts **You** owe **Us** within 14 days of cancellation. **We** reserve the right to reduce any premium refund due by the amount owed and/or charge interest if amount owed is not paid within the 14 days.

Singapore law requires **You** to return the Certificate of Insurance immediately after this Policy is cancelled. If **We** have been informed that someone else is the legal owner of **Your Car** because of a financing agreement, **We** will let them know after this Policy is cancelled.

Policy Owners' Protection Scheme

This Policy is protected under the Policy Owners' Protection Scheme, which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for this Policy is automatic and no further action is needed from **You**.

For more information on the types of benefits that are covered under the scheme as well as the limits of coverage where applicable, please contact **Us** or visit the General Insurance Association (www.gia.org.sg) or SDIC websites (www.sdic.org.sg).